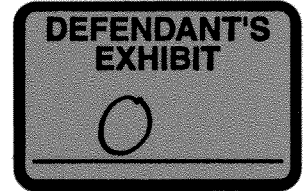


**NEW YORK UNIVERSITY SCHOOL OF MEDICINE**  
**RESIDENCY TRAINING PROGRAM CONTRACT**

Academic Year «Academic Year»



This contract, made 4/22/2005, between New York University School of Medicine ("NYU"), an administrative unit of New York University, having offices at 550 First Avenue, New York, New York 10016, and Neelu Pal, MD ("the Resident"), is entered into for one year beginning 06/27/2005 and ending 06/28/2006. This contract serves as a single statement of understanding between the Resident and NYU.

10/3/2006 AH

10/4/2005 AH 9/15/2005 NP

The Resident agrees to accept appointment as a trainee under the following terms and conditions:

1. **Residency Training Program:** Surgery, Bariatric
2. **Department:** SURGERY
3. **Training Level in Residency Program (clinical year):** 1
4. **Residency Training Program Length:** 1
5. **Training and Employment Status:** Full Time
6. **Compensation.** During the course of the contract year, the Resident may be required to switch among the payrolls of the Affiliated Hospitals. (See Section 8, *Affiliated Hospitals*.)
  - a. **NYU Hospitals Center.** While on the payroll of NYU Hospitals Center, compensation will be calculated on the basis of:
 

Stipend Level:	6
Stipend Amount (including \$2,900 for meals):	\$57,606.25 per annum
  - b. **Bellevue Hospital Center.** While on the payroll of Bellevue Hospital Center, compensation will be calculated on the basis of:
 

Stipend Level:	6
Stipend Amount (an additional \$2,900 meal stipend will be provided):	\$54,621.00 per annum
  - c. **Other Affiliated Hospitals.** While on the payroll of the other Affiliated Hospitals, compensation will be calculated on the basis of:
 

Stipend Level:	6
Stipend Amount (_____ meal stipend will be provided):	\$«_____» per annum

The Resident will be paid through his or her last day of work only. The ending date of this contract does not necessarily reflect the Resident's last day of work.

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7. **Reappointment, Promotion, or Completion.** The decision to reappoint or promote the Resident to progressive post-graduate-year ("PGY") levels, or to issue a Certificate of Completion to him/her at the conclusion of the Residency Training Program ("training program"), will be made on an annual basis, subject to the determination of the Department Chair. That determination will be based on the Resident's performance, as documented in written evaluations and related documents that reflect the Resident's ability to master the skills and body of knowledge essential to the successful conclusion of his/her training program. The Resident will be offered an annual renewal of this contract upon reappointment or promotion to each progressive PGY level.
8. **Affiliated Hospitals.** An Affiliated Hospital is a hospital that provides medical services to members of the public in the course of an approved medical or other professional health care clinical training program and that has an affiliation agreement with NYU to provide such training. In this document, Affiliated Hospitals include NYU Hospitals Center, Bellevue Hospital Center, the Hospital for Joint Diseases, the Veterans Administration Hospital, Rockland Psychiatric Center, and Manhattan Psychiatric Center. Each Affiliated Hospital is a separate entity and cannot bind any others through its actions.
9. **NYU's Responsibilities.**
- a. **Professional Liability Insurance.** NYU will assure that the Resident is provided with professional liability coverage for the duration of his/her training at NYU. Such coverage will indemnify the Resident and NYU against liability while the Resident is performing his/her duties in the course and scope of the training program. Liability insurance also will provide legal defense and protection against awards from claims reported or filed after the completion of the training program, provided the Resident's alleged acts or omissions occurred within the scope of the training program. The Resident's liability insurance coverage will not extend to medical services rendered outside of officially scheduled assignments, duties, or rotations.
- b. **Benefits.** NYU will assure that the following benefits are provided to the Resident:
- 1) **Insurance.**
- a) **Medical & Disability Insurance.** The specific medical and disability insurance benefits offered to the Resident, his/her spouse, and/or covered children will change, depending on which Affiliated Hospital payroll the Resident is registered at a given time. The medical and disability insurance benefits of each Affiliated Hospital are described in the *Resident Handbook*, which can be found at <http://resweb.med.nyu.edu/manuals.html>. Charges for services not covered under the Resident's medical plan, if any, are the responsibility of the Resident.
- b) **Other Insurance.** Depending on which Affiliated Hospital's payroll the Resident is on at the time, the Resident, his/her spouse, and/or covered children may be eligible to participate in the following insurance plans, as described in the *Resident Handbook*:
- Prescription
  - Dental
  - Vision
  - Accidental Death and Dismemberment<sup>1</sup>
  - Life
  - Dependent Life
- 2) **Vacation.** The Resident will be eligible for four (4) weeks paid vacation per annum. Unused vacation may neither be carried over to subsequent years nor be paid out in cash. The vacation policy of each Affiliated Hospital is included in the *Resident*

<sup>1</sup> Offered by Bellevue Hospital Center only.

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*Handbook and is available on the Web:*

*<http://www.med.nyu.edu/housestaff/PDguide/public/TimeOffLeave.htm>.*

- 3) Leaves of Absence. The Resident will be eligible for Family Medical Leave Act qualifying event, medical, personal, and educational leave in accordance with the leave policy of the Affiliated Hospital on whose payroll the Resident is at the time s/he requests the leave. Leaves of more than one year in duration will not be granted, except under extraordinary circumstances and with prior approval of the Resident's Department Chair and the Dean. The Resident's Residency Training Program Director ("the Director") may impose other conditions as appropriate. In the event of a medical leave of absence, the Resident will not be reinstated without medical clearance reasonably acceptable to the Director. No credit toward the completion of the Resident's training program requirements will be given for any leave period in excess of that permitted by the Resident's specialty board. The leave policy of each Affiliated Hospital is included in the *Resident Handbook and is available on the Web: <http://www.med.nyu.edu/housestaff/PDguide/public/TimeOffLeave.htm>.*

- c. **On-Call Quarters**. NYU will assure that suitable on-call quarters are provided to the Resident.
- d. **Housing**. NYU will assist the Resident in locating housing.
- e. **Meals**. NYU will assure that adequate meal service is available to the Resident at each Affiliated Hospital.
- f. **Uniforms & Laundry**. NYU will assure that uniforms and laundry service are provided to the Resident at each Affiliated Hospital to which the Resident is assigned.

10. **Resident's Responsibilities**. The Resident is required to comply with the requirements of each Affiliated Hospital to which s/he is assigned.

- a. **Credentialing**. The Resident agrees to comply with each Affiliated Hospital's credential verification and appointments procedure. The Resident will be permitted neither to begin a training program nor to receive any other benefits under this contract without having met such credentialing requirements, which include:
  - Completion of applications for house staff appointment. The Resident must submit all the requested information to the relevant Affiliated Hospitals' House Staff Affairs Offices prior to the Resident's date of hire;
  - Proof of graduation from medical school;
  - ECFMG Certification and Visa if the Resident is an International Medical School Graduate;
  - A valid limited or medical license if the Resident is training in a non-accredited program;
  - Documentation of identity and right to work, including fingerprinting and background checks as required by any of the Affiliated Hospitals<sup>2</sup>; and
  - Proof of compliance with NYU's immunization policy, which is included in the *Resident Handbook*.
- b. **Licensure**. The Resident agrees to abide by New York State licensure requirements for physicians in training.

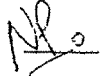
<sup>2</sup> Bellevue Hospital Center will charge the Resident \$75.00 for mandatory fingerprinting at that institution.

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- c. **Supervision.** With respect to participation in direct patient-care activities, overall professional training, and academic affairs, the Resident agrees to be responsible to the medical staff and to the Chief Resident of the Affiliated Hospitals under whose supervision the Resident may provide service; with all other respects, the Resident agrees to be responsible to the Director or his/her designee.
  - d. **Training and Competence.** The Resident agrees to: demonstrate appropriate levels of training and competence as established by the training program's standards of performance (including keeping charts, records, and reports signed and up to date); participate in the educational activities of the training program; assume responsibility for teaching and supervising other residents and students, as appropriate; participate in institutional orientation and educational programs and other activities; and participate in institutional committees and councils to which the Resident is appointed or is invited.
  - e. **Abiding by Policies.** In the performance of his/her duties, the Resident agrees to abide by the bylaws, rules and regulations, practices, procedures, and/or policies of NYU, its programs and clinical departments, and the Affiliated Hospitals to which the Resident may rotate as part of the training program.
  - f. **OSHA & CDC Recommendations.** The Resident agrees to comply with OSHA and CDC recommendations, which assume that every direct contact with a patient's blood and other body substances is infectious. The Resident, therefore, is required to use protective equipment to prevent parenteral, mucous membrane, and non-intact skin exposures, which include gloves, face protection (masks and goggles), and cover gowns provided by the Affiliated Hospital to which the Resident is assigned.
  - g. **Billing.** The Resident agrees not to bill any patient or third party, or to accept fees from any patient, for services rendered in the course of the training program.
  - h. **Moonlighting.** The Resident agrees not to engage in any moonlighting activity without prior written approval from the Director, in accordance with the NYU policy on moonlighting. The *Moonlighting Policy for Residents* is included in the *Resident Handbook* and is available on the Web: <http://www.med.nyu.edu/resweb/documents/NYUMoonlighting.pdf>.
  - i. **Communication.** The Resident acknowledges that NYU disseminates information relevant to the Resident's training program through the Resident's NYU e-mail account; accordingly, the Resident agrees to check and respond to his/her NYU e-mail regularly.
11. **Duty Hours.** Duty-hour and on-call schedules will take into consideration the needs of the patient, the educational needs of the Resident, and continuity of care, while conforming to institutional policies, Accreditation Council for Graduate Medical Education ("ACGME") *Common Program Requirements, Section D, "Resident Duty Hours and the Working Environment,"* and applicable laws and regulations under the *New York State Code of Rules and Regulations, Section 405.4*, which relate to duty hours. The Resident is expected to be alert during his/her duty hours and must not regularly report to work without sufficient rest. The Director or his/her designee will schedule night duty on a rotational basis, whenever s/he deems it possible or applicable, and program faculty will determine whether the Resident is able to perform his/her duties. The Resident is responsible for complying with work hour limitations and must report any infraction of duty hour requirements or regulations in accordance with *Section 16, Due Process*, of this document. The *Duty Hours Policy for Residents* is included in the *Resident Handbook* and is available on the Web: <http://www.med.nyu.edu/resweb/documents/DutyHours.pdf>.
12. **Discrimination & Harassment.** NYU prohibits any form of harassment or exploitation. NYU's policy on sexual and other forms of harassment is included in the *Human Resources Policies*

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and Procedure Handout of NYU Hospitals Center and in the Resident Handbook. The Resident should report complaints of harassment and/or exploitation directly to the NYU Director of Human Resources and all appropriate Affiliated Hospital Human Resources departments.

13. **Impairment.** Any Resident who suffers a physical or mental illness, abuses drugs or alcohol, or undergoes a procedure, which may impair his/her clinical ability, must promptly notify the Director. At any time, the Director may require the Resident to submit to a physical and/or mental examination, including any necessary laboratory testing, by a physician or physicians acceptable to the Director, to determine if the Resident is free from health impairments which pose potential risk to patients or to personnel or which may interfere with the performance of clinical duties. If the Resident suffers impairment, the policy and procedures described in the NYU *Evaluation, Corrective Action, and Disciplinary Policy for Residents* will be applicable, in accordance with Section 16, *Due Process*, of this document. The policy is included in the Resident Handbook and is available on the Web: <http://www.med.nyu.edu/resweb/dispaction.pdf>.
14. **Counseling.** NYU will facilitate access to appropriate, confidential medical and psychological counseling and other support services upon request from the Resident if s/he is impaired or is stressed by the pressures of residency training.
15. **Patents Policy.** The Resident is subject to the New York University *Statement of Policy on Patents*, which requires prompt disclosure and submission to the Office of Industrial Liaison any invention that reasonably could be considered patentable and that is developed by the Resident, or with some other person, either in the course of the Resident's training program or in connection with research or related activities. The policy is set forth in full in the New York University Faculty Handbook and is available on the Web: <http://www.nyu.edu/academic.appointments/policies.html#patents>.
16. **Due Process.** NYU will apply the policy and procedures described in the NYU *Evaluation, Corrective Action, and Disciplinary Policy for Residents* whenever any proposed disciplinary action involves the Resident and/or whenever the Resident exercises his/her right to appeal any adverse action taken by NYU. The Resident will receive a copy of the policy when the training program begins and whenever the policy is amended. The *Evaluation, Corrective Action, and Disciplinary Policy for Residents* is included in the Resident Handbook and is available on the Web: <http://www.med.nyu.edu/resweb/dispaction.pdf>.

NYU is committed to providing an educational environment in which the Resident may raise and resolve issues without fear of intimidation or retaliation. This includes the establishment and implementation of fair institutional policies and procedures for the adjudication of resident complaints and grievances related to actions which could result in dismissal, non-renewal of this contract, or other actions that could significantly threaten the Resident's intended career development. NYU will apply the processes and procedures established by the Residents' Well-Being Committee and the Residents' Abuse and Grievance Subcommittee with respect to any grievance brought by the Resident against the Program.

#### 17. Termination and Non-Renewal of Contract.

- a. **Termination.** The Resident agrees that his/her continued employment is conditioned upon satisfactory performance of assigned duties and academic progress as determined by supervising faculty, in accordance with Section 7, *Reappointment, Promotion, or Completion*, of this document. Failure to demonstrate satisfactory performance and progress in medical knowledge and skills may result in the termination of the Resident's appointment and this contract, subject to the appeal mechanism provided in Section 16, *Due Process*, herein. In addition, any misrepresentation by act or by omission in the

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Resident's application for appointment to the training program, in any documents in support thereof, or in any application for appointment to an Affiliated Hospital will be considered adequate basis for termination of such appointment and this contract. The Resident also may unilaterally terminate his/her appointment upon at least 60 days written notice to the Director.


b. **Non-Renewal.**

- 1) **Bellevue Hospital Center.** The Resident, during his/her employment at Bellevue Hospital Center, is subject to the terms of the CIR Contract. Except in cases of termination, as described above, in the event that the Resident's appointment is not renewed, the Director will provide the Resident who has a July 1 appointment date and is a PGY 2 or higher with a written notice of intent not to renew no later than November 15. The Director will provide the PGY-1 level Resident who has a July 1 appointment date with a written notice of intent not to renew no later than December 15. If the Resident has an appointment date other than July 1, the Director must provide the Resident with a written notice of intent not to renew no later than four-and-one-half (4-½) months following the date of appointment for the Resident who is a PGY 2 or higher and five-and-one-half (5-½) months following the date of appointment for the Resident who is a PGY 1.
- 2) **All Other Affiliated Hospitals.** Except in cases of termination, as described above, in the event that the Resident's appointment is not renewed, the Director will provide the Resident with a written notice of intent not to renew no later than four (4) months prior to the end of the Resident's current contract. However, if the primary reason(s) for the non-renewal occur(s) within the four (4) months prior to the end of the contract, the Director will provide the Resident with as much written notice of the intent not to renew, as circumstances reasonably allow, prior to the end of the contract.
- 3) **Appeal.** The Resident may appeal a decision of non-renewal in accordance with *Section 16, Due Process*, herein.

- c. **Discontinuation of Stipend and Benefits.** Upon termination or non-renewal of the Resident's appointment and contract under this *Section 17*, the Resident's stipend will be discontinued and the only obligation of NYU to the Resident will be to pay the Resident any salary that may be due, on a prorated annual basis, up to the date of such termination or non-renewal. Applicable Affiliated Hospital personnel policies will determine the termination of health insurance and other benefits.

18. **Residency Closure/Reduction.** The Director will inform the Resident of any adverse accreditation actions taken by the ACGME against the Resident's training program or of any decisions by NYU to reduce the size of or to close the training program within a reasonable period after such action is taken. In the event of a training program reduction or closure, NYU either will allow the Resident to complete his/her training at NYU or will assist the Resident in enrolling in an ACGME accredited program that will allow the Resident to continue his/her training.

19. **State of New York.** This contract shall be deemed to have been made in the State of New York and shall be governed and interpreted in all respects under the laws of the State of New York. Any dispute arising under this contract shall be resolved in an action in the courts of New York State or the federal courts located within New York State, and the parties hereby consent to personal jurisdiction of such courts in any such action.

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20. **Entire Understanding.** This contract contains the entire understanding between the parties with respect to the subject matter herein, and no alteration or modification hereof shall be effective, except in a subsequent written instrument executed by both parties.

Resident

5/4/05  
Date

Residency Training Program Director

6/16/05  
Date

Carol Bernstein, M.D.

JUL 14 2005  
Date

Assistant Dean for Graduate Medical Education

HSS 05-24-04

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